

06-01 -1998

FORM PTO 1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
To the Honorable Commis



100723570

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

the attached original documents or copy thereof.

med 5-15-98

1. Name of conveying party(ies):
Executive Greetings, Inc.
Greenwood Industrial Park
New Hartford, CT 06057

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: First Bank National Association
Internal Address: _____
Street Address: 601 Second Avenue South
City: Minneapolis State: MN ZIP: 55402

 Individual(s) _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 6, 1997

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached Yes No

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(See attached schedule)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Dorsey & Whitney LLP
Internal Address: Marsha Stolt, Esq.

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41). \$ 540.00

 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/01/1998 DCDATES 00000045 1411768
01 F: 481 40.00 BP
02 F: 482 500.00 BP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Marsha Stolt Marsha Stolt May 12, 1998
Name of person Signing Signature Date
Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Collateral Assignment of Trademarks From
Executive Greetings, Inc. to First Bank National Associations
Continuation of Box 4(b)

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THE DRAWING BOARD FREQUENT BUY	1,411,768	9/30/86
NOTE-O-GRAM	763,142	1/14/64
TIMEXPENSE	772,343	6/30/64
THE DRAWING BOARD & Design	777,414	9/22/64
MEMO-GRAM	796,764	9/28/65
PHONE-O-GRAM	796,765	9/28/65
THE DRAWING BOARD & Design	1,093,816	6/20/78
DRAWING BOARD GALLERY SIX & Design	1,134,605	5/6/80
QUIK-TYPE	1,141,305	11/11/80
BROOKHOLLOW	1,239,348	5/24/83
BROOKHOLLOW & Design	1,239,349	5/24/83
THE DRAWING BOARD	1,263,574	1/10/84
SILVER CERTIFICATE	1,345,816	7/2/85
TRIVIA TIDBITS	1,375,832	12/17/85
GRAYARC	1,381,387	2/4/86
EXECUTIVE PLANNER	1,033,875	2/17/78
POCKET MASTER	1,495,772	7/12/88
EXECUTIVE MONTHLY	1,496,743	7/19/88
POCKET MONTHLY	1,496,744	7/19/88
MONTHLY MONITOR	1,691,501	6/9/92
EXECUTIVE GREETINGS	1,844,371	7/12/94

COLLATERAL ASSIGNMENT OF TRADEMARKS

This COLLATERAL ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated as of March 6, 1997, is made and given by EXECUTIVE GREETINGS, INC., a Delaware corporation (the "Assignor") to FIRST BANK NATIONAL ASSOCIATION, a national banking association, as Agent (in such capacity, together with any successor in such capacity, the "Assignee") for the Banks (the "Banks") party to the Credit Agreement described below.

RECITALS

A. The Assignor, the Assignee and the Banks have entered into a Credit Agreement dated as of March 6, 1997 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Banks agreed to extend to the Assignor certain credit accommodations.

B. The Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement of even date herewith (as the same may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including, without limitation, applications for patents, applications for trademarks, trademarks, trade names, copyrights, patents, inventions and trade secrets.

C. In order to induce the Banks to enter into the Credit Agreement and extend the credit accommodations to the Assignor thereunder, and in order to secure the payment and performance of (i) all liabilities and obligations of the Assignor to the Assignee and the Banks arising under the Credit Agreement, whether now existing or hereafter arising; and (ii) all liabilities and obligations of the Assignor to the Assignee and the Banks under the Security Agreement or any other "Loan Document" (as defined in the Credit Agreement) whether now existing or hereafter at any time arising; (the liabilities and obligations set forth in the preceding clauses (i) and (ii) being hereinafter referred to as the "Liabilities"), the Assignor is willing to enter into this Assignment.

NOW, THEREFORE, in consideration of the premises and to induce the Banks to extend credit accommodations under the Credit Agreement, the parties hereto agree as follows:

1. The Assignor hereby grants to the Assignee, as Agent for the Banks, a security interest in and to all of the present trademarks and trade names, and the registrations and applications therefor owned by the Assignor, including but not limited to those set forth on Exhibit A hereto, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated therewith (collectively, the "Trademarks"). Only upon the occurrence of an Event of Default under the Credit Agreement (which Event of Default is not cured under the terms of the Credit Agreement), and upon written notice by the Assignee: (i) all of the Assignor's right, title and interest in and to the Trademarks shall be automatically assigned to the Assignee, said Trademarks to be held and enjoyed by the Assignee for the benefit of the Banks, and for their legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had such Assignment not been made; and (ii) the Assignor hereby authorizes the Assignee to record the Assignment of Trademarks in the form of Exhibit C attached hereto and executed contemporaneously herewith in the U. S. Patent and Trademark Office, without any further notice to or act by the Assignor whatsoever. Notwithstanding any interpretation of this Assignment to the contrary, this Assignment in no way effects a present assignment of all or any of the trademarks.

2. The Assignor hereby covenants and warrants that:

(a) to the best of the Assignor's knowledge, the Trademarks listed on Exhibit A hereto are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of the Assignor's knowledge, each of the Trademarks listed on Exhibit A hereto is valid and enforceable;

(c) no claim has been made to the Assignor or, to the knowledge of the Assignor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Assignor that any other person is infringing upon the rights of the Assignor under the Trademarks;

(d) the Assignor has the unqualified right to enter into this Assignment and perform its terms;

(e) the Assignor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in compliance with statutory notice requirements relating to its use of the Trademarks;

(f) to the best of the Assignor's knowledge, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A hereto, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Assignor not to sue third persons;

(g) the Trademarks listed on Exhibit A hereto are all of the registered Trademarks owned by the Assignor; and

(h) the Assignor will, at any time upon request, communicate to the Assignee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Assignor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Assignee.

3. The Assignor agrees that, until the rights of the Assignee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is inconsistent with its obligations under this Assignment.

4. If, before the Liabilities shall have been satisfied in full, the Assignor shall obtain rights to any new trademark or trade name, or become entitled to the benefit of any trademark application, registration, trademark or trade name or any renewal or extension of any trademark registration, such shall be included in the definition of "Trademarks" as used in this Assignment. Section 1 hereof shall automatically apply thereto and the Assignor shall give to the Assignee prompt notice thereof in writing. The Assignor authorizes the Assignee to modify this Assignment, without the consent of the Assignor, by amending Exhibit A hereto to include any future trademark or trade name.

5. The Assignor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit B hereto and licenses or sublicenses the Assignor may grant in the ordinary course of its business or otherwise with the Assignee's prior written consent.

6. The Assignor agrees that it will authorize, execute and deliver to Assignee all documents requested by Assignee to facilitate the purposes of this Assignment, including but not limited to documents required to record Assignee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Credit Agreement and the other Loan Documents shall have been terminated in accordance with their terms, the Assignee shall on demand of the Assignor execute and deliver to the Assignor all termination statements and other instruments as may be necessary or proper to terminate this Assignment and assign to the Assignor all the Assignee's rights in the Trademarks.

7. In accordance with Assignor's reasonable business judgment, Assignor shall (i) prosecute diligently any pending Trademark application as of the date of this Assignment or thereafter until the Credit Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that, the Assignor may in its reasonable business judgment abandon any such application upon thirty days' written notice to the Assignee, (ii) submit applications on those trademarks and tradenames that are unregistered but capable of being registered and which in its reasonable business judgment should be registered and (iii) preserve and maintain all rights in all Trademarks which in its reasonable business judgment preserved and maintained. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Assignor.

8. Upon the occurrence and during the continuance of an Event of Default, the Assignee shall have the right but shall in no way be obligated to bring suit in its own name, the name of the Assignor, or the name of the Banks to enforce or to defend the Trademarks and any license thereunder if the Assignor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement or defense (including without limitation participation as a plaintiff or defendant in any proceeding) and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all reasonable costs and expenses incurred by the Assignee in the exercise of its rights under this Section.

9. This Assignment shall also serve to evidence the security interest in the Trademarks granted by the Assignor to the Assignee pursuant to the Security Agreement.

10. No course of dealing with the Assignor and the Assignee, failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Assignee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Assignment is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

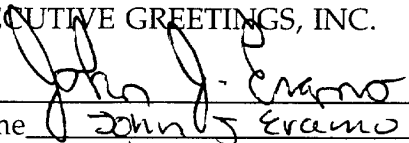
13. This Assignment shall inure to the benefit of and be enforceable by the Assignee and its successors, transferees and assigns, and be binding upon the Assignor and its successors and assigns.

14. This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws (without giving effect to the conflicts of law principles thereof) of (i) any state as to rights or interests hereunder which arise under the laws of such state, (ii) the United States of America as to rights and interests hereunder which are registered or for the registration of which application is pending with the United States Patent and Trademark Office and (iii) the State of Minnesota in all other respects. Whenever possible, each provision of this Assignment and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment or any other statement, instrument or transaction contemplated hereby or relating hereto. In the event of any conflict within, between or among the provisions of this Assignment, any other Loan Document or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto, those provisions giving the Assignee the greater right shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Assignor has executed this instrument
as of the date first above written.

EXECUTIVE GREETINGS, INC.

By 
Name John J. Eramo
Title Chairman

Address for Assignee:

First Bank National Association
First Bank Place - MPFP0702
601 Second Avenue South
Minneapolis, Minnesota 55402-4302
Attention: Mark R. Olmon
Fax (612) 973-0829

~~EXHIBIT A-10~~
**COLLATERAL ASSIGNMENT
 OF TRADEMARKS**

Trademarks

Country	Mark	Reg No./Issue Date
USA	THE DRAWING BOARD FREQUENT BUY	1411768 09/30/86
USA	NOTE-O-GRAM	763142 01/14/64
CANADA	NOTE-O-GRAM	155646 02/23/83
USA	TIMEXPENSE	772343 06/30/64
USA	THE DRAWING BOARD and Design	777414 09/22/64
AUSTRALIA	DRAWING BOARD and Design	A235283 12/30/90
CANADA	DRAWING BOARD and Design	151437 06/16/82
UK	THE DRAWING BOARD and Design	919771 01/16/89
NEW ZEALAND	THE DRAWING BOARD and Design	117680 11/23/83
JAPAN	LITTLE DRAWING and Design	1973847 07/23/87
USA	MEMO-GRAM	796764 09/28/65
CANADA	MEMO-GRAMS & Design	155218 01/26/83
USA	PHONE-O-GRAM	796765 09/28/65
CANADA	PHONE-O-GRAMS	151755 06/30/82

USA	THE DRAWING BOARD and Design	1093816 06/20/78
USA	DRAWING BOARD GALLERY SIX and Design	1134605 05/06/80
USA	QUIK-TYPE	1141305 11/11/80
USA	BROOKHOLLOW	1239348 05/24/83
CANADA	BROOKHOLLOW	382554 04/05/91
UK	BROOKHOLLOW	2024769 02/16/96
USA	BROOKHOLLOW and Design	1239349 05/24/83
USA	THE DRAWING BOARD	1263574 01/10/84
USA	SILVER CERTIFICATE	1345816 07/02/85
USA	TRIVIA TIDBITS	1375832 12/17/85
USA	GRAYARC	1381387 02/04/86
USA	EXECUTIVE PLANNER	1033875 02/17/78
CANADA	EXECUTIVE PLANNER	235908 09/14/79
USA	POCKET MASTER	1495772 07/12/88
CANADA	POCKET MASTER	436071 11/25/94
USA	EXECUTIVE MONTHLY	1496743 07/19/88

CANADA	EXECUTIVE MONTHLY	439678 02/24/95
USA	POCKET MONTHLY	1496744 07/19/88
CANADA	POCKET MONTHLY	437190 12/23/94
CANADA	EXECUTIVE WEEKLY	440730 03/24/95
USA	MONTHLY MONITOR	1691501 06/09/92
CANADA	MONTHLY MONITOR	440729 03/24/95
USA	EXECUTIVE GREETINGS	1844371 07/12/94

~~CONFIDENTIAL~~
COLLATERAL ASSIGNMENT
OF TRADEMARKS

Licenses

None.



ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment") having an effective date as of the date of the Assignee's written notice of an uncured Event of Default under the Credit Agreement is made by and between Executive Greetings, Inc., a corporation of the state of Delaware, having a place of business at Greenwoods Industrial Park, New Hartford, Connecticut 06057 (the "Assignor") and First Bank National Association, a national banking association, as Agent (in such capacity, together with any successor in such capacity, the "Assignee") for the Banks (the "Banks") party to the Credit Agreement described below.

A. The Assignor, the Assignee and the Banks have entered into a Credit Agreement dated as of March 6, 1997 (as the same may hereafter be amended, supplemented, extended, restated, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Banks agreed to extend to the Assignor certain credit accommodations.

B. The Assignor has pledged and granted to the Assignee a security interest in the property described in a Security Agreement dated March 6, 1997 (as the same may be amended, supplemented, extended, restated or otherwise modified from time to time, the "Security Agreement") by and between Assignor and Assignee, which property includes general intangibles, including without limitation, certain trademarks, trade names, trademark applications and trademark registrations together with that part of the good will of Assignor's business connected with the use of and symbolized by the marks and names.

C. An occurrence of an Event of Default under the Credit Agreement has occurred and has not been cured under the terms of the Credit Agreement, and Assignee has given written notice, causing this Assignment to become effective and entitling Assignee to record this Assignment in the U.S. Patent and Trademark Office.

NOW THEREFORE, in consideration of the above premises, and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign all of its right, title and interest in and to all of the present trademarks and trade names, and the registrations and applications therefor owned by the Assignor (the "Trademarks"), including but not limited to those Trademarks set forth on Exhibit A hereto, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the good will of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the

Assignee for the benefit of the Banks, and for their legal representatives, successors and assigns, as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.

IN WITNESS WHEREOF, this Assignment shall be deemed to have been executed on the date set forth above.

EXECUTIVE GREETINGS, INC.

By _____
Name: _____
Title: _____